

1 the defendant's conduct – further described in the Statement of Facts – will be pursued by
2 the United States as a condition of this Plea Agreement.

3 Elements of the Offense

4 2. The elements of the offenses to which the defendant is pleading guilty are:

5 a. Embezzlement – 18 U.S.C. § 666(a)(1)(A)

6 i. From 2019 through 2024, the defendant was an agent of Santa Cruz County;
7 ii. During each of the years, 2019, 2020, 2021, 2022, 2023, and 2024, Santa
8 Cruz County received federal benefits in excess of \$10,000;

9 iii. Defendant stole, embezzled, and obtained by fraud property, that is, Santa
10 Cruz County funds;

11 iv. The property, that is Santa Cruz County funds, were in the care, custody, and
12 control of Santa Cruz County, and specifically, the Santa Cruz County
13 Treasurer; and

14 v. The value of the stolen, embezzled, and fraudulently obtained funds were at
15 least \$5,000.

16 b. Money Laundering – 18 U.S.C. § 1956(a)(1)(B)

17 i. The defendant conducted a financial transaction involving property that
18 represented the proceeds of a specified unlawful activity (to wit: wire
19 fraud in violation of 18 U.S.C. § 1343);

20 ii. The defendant knew that the property represented proceeds of some form
21 of unlawful activity; and

22 iii. Third, the defendant knew the transaction was designed in whole or in
23 part to conceal or disguise the nature, location, source, ownership or
24 control of the proceeds.

25 c. Tax Evasion – 26 U.S.C. § 7201

26 i. The defendant owed more federal income tax for the calendar year 2023
27 than was declared due on the defendant's income tax return for that
28 calendar year;

- ii. The defendant knew that more federal income tax was owed than was declared due on the defendant's income tax return;
- iii. The defendant made an affirmative attempt to evade or defeat such additional tax; and
- iv. In attempting to evade or defeat such additional tax, the defendant acted willfully.

Maximum Penalties

3. The defendant understands the following regarding maximum penalties for each offense. The maximum penalty for Count One of the Information is a fine of up to \$250,000, a term of up to 10 years imprisonment, or both, and a term of up to 3 years supervised release. Count One is a Class C felony offense. The maximum penalty for Count Two of the Information is a fine up to \$500,000, or twice the value of the funds involved, whichever is greater, a term of up to 20 years imprisonment, or both, and a term of up to 3 years of supervised release. Count Two is a Class C felony offense. The maximum penalty for Count Three is a fine up to \$100,000, a term of up to 5 years imprisonment, or both, and a term of up to 3 years supervised release. Count Three is a Class D felony offense.

4. Pursuant to 18 U.S.C. § 3663A, the defendant agrees restitution in this case is mandatory and further agrees to make restitution to Santa Cruz County or other identified victim in the disclosure for all losses to include losses arising from counts dismissed and charges not prosecuted as well as all relevant conduct in connection with those counts and charges.

5. The defendant agrees to pay a fine unless the defendant establishes the applicability of the exceptions contained in § 5E1.2(e) of the Sentencing Guidelines.

6. Pursuant to 18 U.S.C. § 3013, the defendant must pay a special assessment of \$100.00 per felony count. The special assessment is due and payable at the time the defendant enters the plea of guilty, but in no event shall be paid later than the time of sentencing unless the defendant is indigent. If the defendant is indigent, the special

1 assessment will be collected according to the provisions of Chapters 227 and 229 of Title
2 18, United States Code.

3 7. The Court is required to consider the Sentencing Guidelines in determining
4 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court
5 is free to exercise its discretion to impose any reasonable sentence up to the maximum set
6 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that
7 the Court accepts.

Immigration Consequences

9 8. The defendant recognizes that pleading guilty may have consequences with
10 respect to the defendant's immigration status if the defendant is a recently naturalized
11 United States citizen or is not a citizen of the United States. Under federal law, a broad
12 range of crimes are removable offenses, including the offense(s) to which the defendant is
13 pleading guilty. Although there may be exceptions, the defendant understands that the
14 defendant's guilty plea and conviction for this offense make it practically inevitable and a
15 virtual certainty that the defendant will be removed or deported from the United States.
16 The defendant agrees that the defendant has discussed this eventuality with their attorney.
17 The defendant nevertheless affirms that the defendant wants to plead guilty regardless of
18 any immigration consequences that this plea entails, even if the consequence is the
19 defendant's automatic removal from the United States.

STIPULATIONS, TERMS AND AGREEMENTS

Agreements Regarding Sentencing

22 9. The defendant understands that the sentence in this case will be determined
23 by the Court, pursuant to the factors set forth in 18 U.S.C. § 3553(a), including a
24 consideration of the Sentencing Guidelines. Pursuant to Federal Rule of Criminal
25 Procedure 11(c)(1)(B), and to assist the Court in determining the appropriate sentence, the
26 parties stipulate to the following:

27 10. Stipulation: Pursuant to Fed. R. Crim. P. 11(c)(1)(A) & (B), the parties agree
28 that:

1 a. The United States will recommend a sentence within the applicable
2 sentencing guideline range determined by the Court at sentencing.

3 b. The parties agree the loss amount for purposes of the Sentencing Guidelines
4 is \$38,712,100.00. *See U.S.S.G. § 2B1.1(b)(1)(L).*

5 c. The parties agree that the Court will determine whether the offense resulted
6 in substantial financial hardship to one or more victims. *See U.S.S.G.*
7 § 2B1.1(b)(2)(A)(iii). The parties further agree that the Court's determination is final and
8 waive the right to appeal the Court's determination of this issue.

9 d. The parties agree that the offense involved sophisticated means and that the
10 defendant intentionally engaged in and caused the conduct constituting sophisticated
11 means. *See U.S.S.G. § 2B1.1(b)(10)(C).*

12 e. The parties agree that the defendant abused her position of trust as the Santa
13 Cruz County Treasurer when committing the offense. *See U.S.S.G. § 3B1.3.*

14 f. The parties agree that the defendant's relevant conduct includes wire fraud
15 with a scheme to defraud resulting in a loss of \$38,712,100.00, and that wire fraud, in
16 violation of Title 18, United States Code, § 1343, is the underlying offense to Count 2 of
17 the Information, money laundering, in violation of Title 18 U.S.C. § 1956(a)(1)(A), to
18 which defendant is pleading guilty. *See U.S.S.G. § 1B1.3(a)(1)(A) and § 2S1.1(a)(1).*

19 11. The parties agree that the Court will determine whether the defendant meets
20 all the criteria for Certain Zero-Point Offenders pursuant to U.S.S.G. § 4C1.1, including
21 whether the defendant caused substantial financial hardship (§ 4 C1.1(a)(6)). The parties
22 further agree that the Court's determination is final and waive the right to appeal the
23 Court's determination of this issue.

24 12. The defendant agrees not to seek any additional adjustments in Chapters
25 Two, Three or Four of the Sentencing Guidelines beyond those stated in this section, or
26 any "departures" from the Sentencing Guidelines. The defendant acknowledges that if the
27 defendant seeks any further such adjustment or departure, the government may withdraw
28 from the plea.

1 13. Nothing in this agreement precludes the defendant from asking for a variance
2 from the final advisory Sentencing Guidelines Range.

3 14. Recommendation: Acceptance of Responsibility. Pursuant to Fed. R. Crim.
4 P. 11(c)(1)(B), if the defendant makes full and complete disclosure to the U.S. Probation
5 Office of the circumstances surrounding the defendant's commission of the offense, and if
6 the defendant demonstrates an acceptance of responsibility for this offense up to and
7 including the time of sentencing, the United States will recommend a two-level reduction
8 in the applicable Guidelines sentencing offense level pursuant to U.S.S.G. § 3E1.1(a). If the
9 defendant has an offense level of 16 or more, the United States will move for an additional
10 one-level reduction in the applicable Sentencing Guidelines offense level pursuant to
11 U.S.S.G. § 3E1.1(b).

12 15. Non-Binding Recommendations. The defendant understands that
13 recommendations under Fed. R. Crim. P. 11(c)(1)(B) are not binding on the Court. The
14 defendant further understands that the defendant will not be permitted to withdraw the
15 guilty plea if the Court does not follow a recommendation.

16 16. The defendant understands that if the defendant violates any of the conditions
17 of the defendant's supervised release, the supervised release may be revoked. Upon such
18 revocation, notwithstanding any other provision of this agreement, the defendant may be
19 required to serve a term of imprisonment or the defendant's sentence may otherwise be
20 altered.

21 17. The defendant and the government agree that this agreement does not in any
22 manner restrict the actions of the government in any other district or bind any other United
23 States Attorney's Office.

24 18. The defendant understands and agrees to cooperate fully with the United
25 States Probation Office in providing (a) all criminal history information, i.e., all criminal
26 convictions as defined under the Sentencing Guidelines; (b) all financial information, i.e.,
27 present financial assets or liabilities that relate to the ability of the defendant to pay a fine
28 or restitution; (c) all history of drug abuse which would warrant a treatment condition as

1 part of sentencing; and (d) all history of mental illness or conditions which would warrant
2 a treatment condition as part of sentencing.

3 19. If the Court, after reviewing this plea agreement, concludes any provision is
4 inappropriate, it may reject the plea agreement pursuant to Rule 11(c)(5), Fed. R. Crim. P.,
5 giving the defendant, in accordance with Rule 11(d)(2)(A), Fed. R. Crim. P., an opportunity
6 to withdraw the defendant's guilty plea.

Restitution

8 20. Pursuant to 18 U.S.C. § 3663A, the defendant specifically agrees to make
9 restitution to Santa Cruz County, estimated by the government to be in the amount of
10 amount of \$38,712,100.00. The defendant agrees that all funds collected under any
11 receivership in Pima County Superior Court Cause No. C20244535 shall be credited
12 toward the restitution owed in the amount of \$38,712,100.00. Nothing in this agreement
13 prevents the United States from obtaining a restitution order or judgement in the amount
14 of any unpaid balance of the \$38,712,100.00 in restitution owed. The defendant agrees not
15 to contest the sale of the assets subject to the Receivership in Pima County Superior Court
16 case number C20244535. If the defendant contests the sale of any assets subject to the
17 Receivership in case number C20244535, the government reserves the right to withdraw
18 from this agreement.

19 21. The defendant further agrees that pursuant to 18 U.S.C. § 3663(a)(3), the
20 defendant shall pay the United States Treasury tax due and owing in the amount of
21 \$13,143,526.00 for the tax years 2014 through 2023. All payments to the United States
22 Treasury will follow the payment of the restitution to Santa Cruz County in the amount of
23 \$38,712,100.00 and the satisfaction of any judgment under C20244535.

24 22. The defendant understands that such restitution will be included in the
25 Court's Order of Judgment and that an unanticipated restitution amount will not serve as
26 grounds to withdraw the defendant's guilty plea or to withdraw from this plea agreement.

27 23. The defendant agrees that the defendant will waive their right to appeal any
28 order of the district court relating to restitution.

1 24. The defendant understands that the willful failure to pay the restitution and/or
2 fine will be a violation of their supervised release and/or probation, which could subject
3 the defendant to a term of prison.

Assets and Financial Responsibility

5 25. The defendant agrees that the defendant will truthfully complete and return
6 a financial affidavit that will be provided to him by the Financial Litigation Program of the
7 United States Attorney's office within 45 days after the completed change of plea hearing.
8 The defendant further agrees the defendant shall (i) make a full accounting of all assets,
9 including real and personal property in which the defendant has any legal or equitable
10 interest; (ii) permit the U.S. Attorney's Office to immediately obtain the defendant's credit
11 reports in order to evaluate the defendant's ability to satisfy any financial obligation that is
12 or might be imposed by the court; (iii) make full disclosure of all current and projected
13 assets to the U.S. Probation Office immediately and prior to the termination of the
14 defendant's supervised release or probation, such disclosures to be shared with the U.S.
15 Attorney's Office, including the Financial Litigation Program, for any purpose [as well as
16 the financial condition of all household members (including but not limited to that of a
17 spouse or child)]; (iv) cooperate fully with the government and the probation officer to
18 execute such documentation as may be necessary to secure assets to be applied to
19 restitution owed by the defendant. The defendant agrees to permit the probation officer to
20 provide to the U.S. Attorney's Office copies of any and all financial information provided
21 by the defendant to the U.S. Probation Office; (v) not (and shall not aid and abet any other
22 party to) sell, hide, waste, spend, destroy, transfer or otherwise devalue any such assets or
23 property before sentencing, without the prior approval of the United States (provided,
24 however, that no prior approval will be required for routine, day-to-day expenditures); and
25 (vi) submit to an interview in which the defendant will fully and truthfully answer all
26 questions regarding the defendant's past and present financial condition. The defendant
27 agrees that any failure to comply with the provisions in this paragraph that occurs prior to
28 sentencing will constitute a violation of this plea agreement.

1 25. Pursuant to 18 U.S.C. § 3613, the defendant agrees that all financial
2 obligations imposed by the court, including restitution, shall be due immediately upon
3 judgment, shall be subject to immediate enforcement by the government, and shall be
4 submitted to the Treasury Offset Program so that any federal payment or transfer of
5 returned property the defendant receives may be offset and applied to federal debts (which
6 offset will not affect any periodic payment schedule). If the defendant is incarcerated, the
7 defendant agrees to participate in the Bureau of Prisons' Inmate Financial Responsibility
8 Program pursuant to a payment schedule to be determined by the court. The defendant
9 understands that any schedules of payments imposed by the court, including schedules
10 imposed while the defendant is incarcerated or on supervised release, are merely minimum
11 schedules of payments and not the only method, nor a limitation on the methods, available
12 to the government to enforce the judgment.

Forfeiture, Civil, and Administrative Proceedings

14 26. Nothing in this agreement shall be construed to protect the defendant from
15 administrative or civil forfeiture proceedings or prohibit the United States from proceeding
16 with and/or initiating an action for civil forfeiture. Further, this agreement does not
17 preclude the United States from instituting any civil proceedings as may be appropriate
18 now or in the future.

Waiver of Defenses and Appeal Rights

20 27. Provided the defendant receives a sentence consistent with this agreement
21 that does not exceed the statutory maximum or any stipulated sentence, the defendant
22 waives (1) any and all motions, defenses, probable cause determinations, and objections
23 that the defendant could assert to the indictment or information; and (2) any right to file an
24 appeal, any collateral attack, and any other writ or motion that challenges the conviction,
25 an order of restitution or forfeiture, the entry of judgment against the defendant, or any
26 aspect of the defendant's sentencing-including the manner in which the sentence is
27 determined, the determination whether defendant qualifies for "safety valve" (U.S.S.G.
28 § 5C1.2 and 18 U.S.C. § 3553(f)), and any sentencing guideline determinations. The

1 defendant further waives: (1) any right to appeal the Court's entry of judgment against
2 defendant; (2) any right to appeal the imposition of sentence upon defendant under Title
3 18, United States Code, Section 3742 (sentence appeals); (3) any right to appeal the district
4 court's refusal to grant a requested variance; (4) any right to collaterally attack defendant's
5 conviction and sentence under Title 28, United States Code, Section 2255, or any other
6 collateral attack; and (5) any right to file a motion for modification of sentence, including
7 under Title 18, United States Code, Section 3582(c) (except for the right to file a
8 compassionate release motion under 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of
9 such a motion). The defendant acknowledges that this waiver shall result in the dismissal
10 of any appeal or collateral attack the defendant might file challenging the defendant's
11 conviction or sentence in this case. If the defendant files a notice of appeal or a habeas
12 petition, notwithstanding this agreement, the defendant agrees that this case shall, upon
13 motion of the government, be remanded to the district court to determine whether the
14 defendant is in breach of this agreement and, if so, to permit the government to withdraw
15 from the plea agreement. This waiver shall not be construed to bar an otherwise-preserved
16 claim of ineffective assistance of counsel or of "prosecutorial misconduct" (as that term is
17 defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

18 Reinstitution of Prosecution

19 28. Nothing in this agreement shall be construed to protect the defendant in any
20 way from prosecution for perjury, false declaration or false statement, or any other offense
21 committed by the defendant after the date of this agreement. In addition, if the defendant
22 commits any criminal offense between the date of this agreement and the date of
23 sentencing, the government will have the right to withdraw from this agreement. Any
24 information, statements, documents and evidence which the defendant provides to the
25 United States pursuant to this agreement may be used against the defendant in all such
26 proceedings.

27 29. If the defendant's guilty plea is rejected, withdrawn, vacated, or reversed by
28 any court in a later proceeding, the government will be free to prosecute the defendant for

1 all charges as to which it has knowledge, and any charges that were dismissed because of
2 this plea agreement will be automatically reinstated. In such event, the defendant waives
3 any objections, motions, or defenses based upon the Speedy Trial Act or the Sixth
4 Amendment to the Constitution as to the delay occasioned by the later proceedings. The
5 defendant agrees that any stipulations set forth under "Agreements Regarding Sentence"
6 will not be offered if prosecution is re-instituted.

7 Plea Addendum

8 30. This written plea agreement, and any written addenda filed as attachments to
9 this plea agreement, contain all the terms and conditions of the plea. Any additional
10 agreements, if any such agreements exist, shall be recorded in a separate document and
11 may be filed with the Court under seal. Accordingly, additional agreements, if any, may
12 not be in the public record.

13 WAIVER OF DEFENDANT'S RIGHTS AND FACTUAL BASIS

14 Waiver of Rights

15 31. I have read each of the provisions of the entire plea agreement with the
16 assistance of counsel and understand its provisions. I have discussed the case and my
17 constitutional and other rights with my attorney. I understand that by entering my plea of
18 guilty I will be giving up my right to plead not guilty; to trial by jury; to confront, cross-
19 examine, and compel the attendance of witnesses; to present evidence in my defense; to
20 remain silent and refuse to be a witness against myself by asserting my privilege against
21 self-incrimination; all with the assistance of counsel; to be presumed innocent until proven
22 guilty beyond a reasonable doubt; and to appeal.

23 32. I agree to enter my guilty plea as indicated above on the terms and conditions
24 set forth in this agreement.

25 33. I have been advised by my attorney of the nature of the charge to which I am
26 entering my guilty plea. I have been advised by my attorney of the nature and range of the
27 possible sentence, and that I will not be able to withdraw my guilty plea if I am dissatisfied
28 with the sentence the court imposes.

1 34. My guilty plea is not the result of force, threats, assurances or promises other
2 than the promises contained in this agreement. I agree to the provisions of this agreement
3 as a voluntary act on my part, rather than at the direction of or because of the
4 recommendation of any other person, and I agree to be bound according to its provisions.
5 I agree that any potential sentence referred to herein or discussed with my attorney is not
6 binding on the Court and is merely an estimate.

7 35. I agree that this written plea agreement contains all the terms and conditions
8 of my plea and that promises made by anyone (including my attorney) that are not
9 contained within this written plea agreement are without force and effect and are null and
10 void.

11 36. I am satisfied that my defense attorney has represented me in a competent
12 manner.

13 37. I am not now on or under the influence of any drug, medication, liquor, or
14 other intoxicant or depressant, which would impair my ability to fully understand the terms
15 and conditions of this plea agreement.

Factual Basis and Relevant Conduct

18 I further agree that the following facts accurately describe my conduct in
19 connection with the offenses to which I am pleading guilty and that if this
20 matter were to proceed to trial the government could prove the elements of
the offenses beyond a reasonable doubt:

The Scheme to Defraud by Wire Transfer of Funds

Beginning in 2012 and continuing through April 12, 2024, I served as the elected Treasurer of Santa Cruz County, in the District of Arizona. During this time, as Treasurer, I was an agent of Santa Cruz County and was entrusted with the care, custody, and safeguarding of the funds of Santa Cruz County.

26 Beginning on or before March 13, 2014, I knowingly and willfully devised
27 and intended to devise a scheme to defraud the taxpayers and the entities of
28 Santa Cruz County to steal and embezzle the funds in the care, custody, and

1 control of Santa Cruz County. I intended to defraud the taxpayers and the
2 entities of Santa Cruz County.

3 Between March 13, 2014, and March 28, 2024, I executed my scheme to
4 defraud Santa Cruz County by means of the wire transfer of funds from Santa
5 Cruz County JP Morgan Chase Bank accounts, a savings account ending in
6 6320 (“Savings Account”) and a checking account ending in 2669
7 (“Checking Account”), to my Wells Fargo Bank account ending in 8516 (the
8 “Wells Fargo Account”) and my BMO account ending 6896 (the “BMO
9 Account”). I was never authorized to transfer Santa Cruz County funds to
10 either my Wells Fargo Account or my BMO Account.

11 In furtherance of the scheme to defraud, I used the business name Rio Rico
12 Real Estate and Consulting on my Wells Fargo Account and the business
13 name Rio Rico Consulting, LLC, on my BMO account. These account
14 names were materially false and fraudulent representations to intentionally
15 conceal the fact that I was wire transferring Santa Cruz County funds to my
16 Wells Fargo and BMO Accounts to embezzle the County’s funds.

17 I opened the Wells Fargo Account under the name Rio Rico Real Estate and
18 Consulting as the sole proprietor and only signer on the account. Rio Rico
19 Real Estate and Consulting was not an operating business and performed no
20 services for Santa Cruz County. I used this business name to move the stolen
21 Santa Cruz County funds to my Wells Fargo Account for my personal use
22 without detection by the County. I used the Wells Fargo Account to make it
23 appear as if the funds were being transferred for an investment on behalf of
24 Santa Cruz County. This was false as the Wells Fargo Account was my
25 account that was used for my personal benefit.

26 I opened the BMO Account under the name Rio Rico Consulting, LLC. Rio
27 Rico Consulting, LLC was created by me to wire the funds I was stealing
28 from Santa Cruz County’s Savings Account for my personal use without
detection. At no point did Rio Rico Consulting, LLC perform any services
of any kind for Santa Cruz County.

29 I wire transferred the Santa Cruz County funds from the County’s Savings
30 Account and Checking Account for the purpose and as an essential part of
31 carrying out the scheme to defraud to fraudulently obtain the funds for my
32 personal use, all without authorization.

33 Specifically, between March 13, 2014, and March 28, 2024, I knowingly
34 stole or otherwise embezzled approximately \$38,712,100.00 of Santa Cruz
35 County funds by means of 187 wire transfers from Santa Cruz County’s

1 Savings Account and Checking Account to my Wells Fargo Account and my
 2 BMO Account. I wire transferred all of the public funds that I embezzled to
 3 my Wells Fargo Account until on or about January 30, 2024, when I began
 4 to wire transfer the stolen public funds to my BMO Account, which I opened
 on January 29, 2024. The amount that I stole from Santa Cruz County each
 year is as follows:

Year	Number of Wire Transfers	Amount Embezzled
2014	6	\$386,100.00
2015	12	\$948,000.00
2016	13	\$920,000.00
2017	18	\$1,970,000.00
2018	23	\$2,160,000.00
2019	24	\$3,560,000.00
2020	26	\$4,525,000.00
2021	18	\$4,913,000.00
2022	18	\$5,165,000.00
2023	21	\$11,350,000.00
2024	8	\$2,815,000.00
Total	187	\$38,712,100.00

16 In furtherance of my scheme to defraud, I subverted the two-step approval
 17 process for the 187 wire transfers I completed by utilizing the token of
 18 another Santa Cruz County employee who was my subordinate so that I could
 19 both initiate and the approve the wire transfers. The purpose of the two-step
 20 approval process was to prevent any one person from both initiating and
 21 authorizing a wire transfer for the safeguarding of the funds.

22 In furtherance of my scheme to defraud, I also lied to my subordinate. I told
 23 my subordinate that the Wells Fargo Account was a Santa Cruz County
 24 savings account that was used to earn interest for the County. This was false.

25 In furtherance of my scheme to defraud, I falsified Santa Cruz County
 26 accounting records to conceal the fact that I had stolen the public funds that
 27 were in my care. From about 2018 through 2020, I repeatedly falsified the
 28 cash reconciliation records by falsely reporting that some payments for
 County expenses, although posted to the bank accounts, had not been
 recorded on the County general ledger, all while I knew that the payments
 had been posted to the County's general ledger. From about 2021 to 2023, I
 falsified the cash reconciliation reports by reporting that the County had an

1 investment account at UBS Financial Services with a balance of
 2 \$14,000,000.00, \$17,200,000.00, and \$26,531,512.60 as of June 30 for each
 3 of the years 2021 through 2023. In support of these false investment
 4 balances, I created false UBS statements reflecting these false investment
 amounts to conceal the millions of dollars that I had stolen from the people
 of Santa Cruz County.

5 Wire transfers that I used to steal the funds of Santa Cruz County were
 6 transmitted from a location within Arizona to a location outside of Arizona.

7 After I wire transferred the funds that I stole from Santa Cruz County into
 8 my Wells Fargo Account and my BMO Account, those funds were the
 9 proceeds of a specified unlawful activity of wire fraud in violation of Title
 18 U.S.C. § 1343.

10 I used the public money that I stole from Santa Cruz County for my personal
 11 enrichment, including for the purchase of real estate, the payment of
 12 operating expenses for my ranch at Rancho San Cayetano and my cattle
 13 business, Double D Cattle Company of Santa Cruz County, LLC (later
 14 Gutfahr Land and Cattle Company, LLC), the payment of approximately
 15 \$6,000,000.00 in renovations for my ranches, the purchase at least twenty
 16 vehicles, and to pay for other personal expenses for me and my family.

17 I knew when I was stealing the funds from Santa Cruz County's Savings
 18 Account that the funds in this account were used to pay expenses for schools
 and fire districts in Santa Cruz County. I agree I owe restitution in the amount
 of \$38,712,100.00

19 Count 1

20 18 U.S.C. § 666(a)(1)(A)

21 (Federal Program Theft – Embezzlement by a Public Official)

22 Between November 21, 2019, and March 28, 2024, I was an agent of
 23 Santa Cruz County and I knowingly and intentionally embezzled
 24 \$29,093,000.00 in Santa Cruz County Funds, stealing at least \$5,000 in each
 25 of the following years, as described in the table below:

Date	Amount
November 21, 2019, to December 31, 2019	\$325,000.00
2020	\$4,525,000.00
2021	\$4,913,000.00

1	2022	\$5,165,000.00
2	2023	\$11,350,000.00
3	January 1, 2024, to March 28, 2024	\$2,815,000.00
	TOTAL	\$29,093,000.00

4 During each of the years 2019 through 2024, Santa Cruz County received
 5 federal benefits in excess of \$10,000.00.

6 **Count 2**
 7 Title 18 U.S.C. § 1956(a)(1)(B)
 (Money Laundering)

8 On March 2, 2021, I completed an online transfer in the amount of
 9 \$91,242.85, from my Wells Fargo Account ending in 8516 to my Double D
 10 Cattle Company of Santa Cruz County, LLC Wells Fargo account ending in
 11 0207. I knew that the \$91,242.85 in funds that I transferred from my Wells
 12 Fargo Account ending in 8516 were funds that I had stolen by means of wire
 13 transfer from Santa Cruz County's Chase savings account ending in 6320 to
 14 my Wells Fargo Account ending in 8516, in furtherance of the scheme to
 15 defraud described above. I admit that the wire transfer of the \$91,242.85 was
 16 part of a larger sum of money wire transferred that caused an electronic
 17 transmission between Arizona and a location outside of Arizona. Therefore,
 18 I admit that \$91,242.85 were proceeds from wire fraud, a specified unlawful
 19 activity.

20 On the same day that I transferred the \$91,242.85 in stolen funds to my Wells
 21 Fargo Account ending in 0207, I purchased a 2021 Ford F350, VIN number
 22 ending 0993, by writing Check No. 1085, dated March 2, 2021, and drawn
 23 on Wells Fargo Account ending in 0207. I transferred the funds from my
 24 Wells Fargo account ending in 8516 to my Wells Fargo account ending in
 25 0207 to conceal and disguise that the source of the funds that was used to pay
 26 for the vehicle was the Santa Cruz County Savings Account and my Wells
 27 Fargo account ending in 8516 where I had deposited the funds that I stole
 28 from the Santa Cruz County.

29 The payment of the 2021 Ford F350 with check No. 1085, drawn on my
 30 Wells Fargo account ending in 0207 is a financial transaction. I knew at the
 31 time that the \$91,242.85 that I used to pay for the vehicle were the proceeds
 32 of an unlawful activity; and, I knowingly designed the transaction to conceal
 33 and disguise that the source of the funds was the Sant Cruz County savings
 34 account ending in 6320.

Count 3
Title 26 U.S.C. § 7201
(Tax Evasion)

From on or about March 13, 2014, through on or March 28, 2024, I was a United States Citizen and a resident of Arizona. During this time, I willfully attempted to evade and defeat the payment of income tax due and owing for the tax year 2023 by committing the following affirmative act. I willfully concealed \$11,350,000.00 in income that I embezzled from Santa Cruz County by transferring the funds by wire transfers from the Santa Cruz County JP Morgan Chase savings account ending in 6320 to my Wells Fargo Bank Rio Rico Real Estate and Consulting account ending in 8516. I used the account name Rio Rico Real Estate and Consulting to make it appear that the income was not mine and evade the assessment and payment of tax.

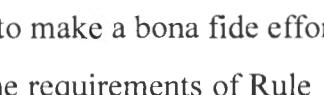
I knew that I was required to file a Form 1040 with the IRS and I admit that I have a tax due and owing for tax year 2023 in the amount of \$4,251,842.00 based on my failure to report my W-2 wages and the \$11,350,000.00 that I stole in calendar year 2023 from Santa Cruz County.

10/25/24
Date

14 Date

~~Elizabeth Gutfahr~~
Defendant

DEFENSE ATTORNEY'S APPROVAL

16 I have discussed this case and the plea agreement with my client in detail and have
17 advised the defendant of all matters within the scope of Rule 11, Fed. R. Crim. P., the
18 constitutional and other rights of an accused, the factual basis for and the nature of the
19 offense to which the guilty plea will be entered, possible defenses, and the consequences
20 of the guilty plea, including the defendant's waiver of the right to appeal. No assurances,
21 promises, or representations have been given to me or to the defendant by the government
22 or by any of its representatives which are not contained in this written agreement. I concur
23 in the entry of the plea as indicated above and on the terms and conditions set forth in this
24 agreement as in the best interests of my client. I agree to make a bona fide effort to ensure
25 that the guilty plea is entered in accordance with all the requirements of Rule 11, Fed. R.
26 Crim. P. 

10/25/24
Date

~~Joshua Hamilton
Attorney for Defendant~~

GOVERNMENT'S APPROVAL

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth are appropriate and are in the best interests of justice.

COREY R. AMUNDSON
Chief, Public Integrity Section
U.S Department of Justice

/s/ Nicholas W. Cannon
Nicholas W. Cannon
Trial Attorney

GARY M. RESTAINO
United States Attorney
District of Arizona

/s/ Jane L. Westby
Jane L. Westby
Assistant U.S. Attorney